



Plattsburgh, New York

Randal J. Stone
Assistant Chief

Plattsburgh Fire Department
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Plattsburgh, NY 12901
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MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Assistant Fire Chief, Randal Stone

DATE: April 24, 2014

RE: Fire and Ambulance Responses

For this two week period: Thursday, April 10, 2014 to Wednesday, April 23, 2014
our Department has responded to the following:

Fire Calls

28

- 3 building fires
- 5 system activation
- 9 EMS assist
- 1 MVA
- 2 cooking fires
- 2 excessive heat/scorch burns
- 1 smoke/odor removal
- 1 water problem
- 2 smell of smoke (barbecue, tar kettle)
- 1 hazardous condition
- 1 service call

Ambulance Calls

97

Mutual Aid by CVPH

9

BUILDING INSPECTOR'S COMPLAINT REPORT: APRIL 22, 2014

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | ASPECT COMMENT | CORRECTION | CORRECTION DATE |
|----------|----------|-----------------------|---|------|-------------------------|------------------------|-----------------|
| 02/12/14 | 20 | SHERIDAN AVE | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KB | VIOLATION NOTICE ISSUED | CORRECTED | 02/14/14 |
| 02/12/14 | 52 | SOUTH PERU ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KB | VIOLATION NOTICE ISSUED | CORRECTED | 02/20/14 |
| 02/12/14 | 78 | SOUTH PERU ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KB | VIOLATION NOTICE ISSUED | CORRECTED | 02/14/14 |
| 02/18/14 | 5115 | NORTH CATHERINE ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 02/18/14 | 71 | BRINKERHOFF ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 02/18/14 | 69 | BRINKERHOFF ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 02/18/14 | 5122 | NORTH CATHERINE ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 02/18/14 | 4 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 02/18/14 | 6 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 02/18/14 | 7 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 02/18/14 | 9 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|----------------|---|------|----------------------------------|------------------------|-----------------|
| 02/18/14 | 11 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 02/19/14 | 162 | CORNELIA ST | GARBAGE | KP | VIOLATION NOTICE ISSUED | CORRECTED | 02/28/14 |
| 02/21/14 | 8 | SOUTH PERU ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KB | WALK IN ROAD, DPW CLEARED | CORRECTED | 02/21/14 |
| 02/21/14 | 34 | RILEY AVE | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VIOLATION NOTICE ISSUED | CORRECTED | 03/12/14 |
| 02/25/14 | 20 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 02/26/14 |
| 02/26/14 | 72 | BRINKERHOFF ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | SIDEWALK SHOVELED | CORRECTED | 02/26/14 |
| 03/03/14 | 290 | MARGARET ST | PARKING ON THE LAWN | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 03/18/14 |
| 03/13/14 | 1A | OAK ST | PROPERTY MAINTENANCE | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/13/14 | 20 | LAFAYETTE ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | FIXED TO DPW | CORRECTED | 03/24/14 |
| 03/14/14 | 9 | MONTY ST | HUGE MOUND OF SNOW NEAR DRIVEWAY ON SIDEWALK | KB | SNOW REMOVED PRIOR TO INSPECTION | NO CORRECTION REQUIRED | |
| 03/14/14 | 67 | MONTY ST | SIDEWALKS REPEATEDLY ALL WINTER NOT CLEARED OF ICE AND/OR SNOW THIS STORM AND LAST TIME STORMS | KB | VIOLATION NOTICE ISSUED | CORRECTED | 03/24/14 |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|----------------|--|------|-------------------------|------------------------|-----------------|
| 03/14/14 | 72 | BRINKERHOFF ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/14/14 | 4 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/14/14 | 12 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/14/14 | 112 | OAK ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW, CAR WITHOUT PLATES | KP | VIOLATION NOTICE ISSUED | CORRECTED | 03/17/14 |
| 03/14/14 | 16 | MACOMB ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 03/14/14 | 18 | MACOMB ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 03/14/14 | 22 | MACOMB ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | CB | PASSABLE | NO CORRECTION REQUIRED | |
| 03/14/14 | 29 | HAMILTON ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VIOLATION NOTICE ISSUED | CORRECTED | 03/24/14 |
| 03/17/14 | 62 | COUCH ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KB | FAX TO DPW | CORRECTED | 03/27/14 |
| 03/19/14 | 33 | MILLER ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/20/14 | 5512 | PERU ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/02/14 |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|-------------------------------|---|------|----------------------------|------------------------|-----------------|
| 03/20/14 | 32 | BROAD ST | SNOW WAS PLOWED ONTO SIDEWALK | KP | VIOLATION NOTICE ISSUED | CORRECTED | 03/24/14 |
| 03/24/14 | 16 | ROBINSON TERRACE | PIECES OF ROOF FALLING | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/26/14 | 59 | BROAD ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 03/26/14 | 22 | STELTZER RD | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/02/14 |
| 03/26/14 | 24 | STELTZER RD | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/02/14 |
| 03/26/14 | 5500 | PERU ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/04/14 |
| 03/26/14 | 17 | PIKE ST | SIDEWALKS NOT CLEARED OF ICE AND/OR SNOW | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/02/14 |
| 03/28/14 | 62 | COUCH ST | GARBAGE | KP | GARBAGE PICKED UP | CORRECTED | 04/01/14 |
| 03/28/14 | 21 | PALMER ST (35 STETSON AVE) | GARBAGE | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/02/14 |
| 04/01/14 | 60 | BROAD ST | GARBAGE | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | 04/01/14 |
| 04/02/14 | 125 | MILLER ST | GARBAGE | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/10/14 |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|--------------------|---------------------------------|------|----------------------------|------------------------------|-----------------|
| 04/03/14 | | GOLD ST | GARBAGE | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/14/14 |
| 04/03/14 | 8 | LEONARD AVE | SOFA IN SNOWBANK | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/04/14 |
| 04/04/14 | 67 | BRINKERHOFF ST | GARBAGE | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/04/14 |
| 04/04/14 | 5112 | NORTH CATHERINE ST | GARBAGE | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/08/14 |
| 04/08/14 | 5084 | SOUTH CATHERINE ST | GARBAGE | KB | VIOLATION NOTICE ISSUED | CORRECTIVE ACTION IN PROCESS | |
| 04/08/14 | 67 | BRINKERHOFF ST | GARBAGE | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/14/14 |
| 04/08/14 | 129 | BROAD ST (131) | GARBAGE | KP | UNSUBSTANTIATED | NO CORRECTION REQUIRED | |
| 04/09/14 | 60 | SOUTH PLATT ST | DETERIORATED ELECTRICAL SERVICE | KP | | CORRECTIVE ACTION IN PROCESS | |
| 04/10/14 | 7 | WILLIAMS ST | BATHROOM REPAIRS | KB | | CORRECTIVE ACTION IN PROCESS | |
| 04/10/14 | 62 | COUCH ST | GARBAGE | KP | VIOLATION NOTICE ISSUED | CORRECTED | 04/15/14 |
| 04/10/14 | 45 | LAFAYETTE ST | GARBAGE | KP | VERBAL NOTICE OF VIOLATION | CORRECTIVE ACTION IN PROCESS | |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|----------------|--|------|----------------------------|------------------------------|-----------------|
| 04/10/14 | 45 | SALLY AVE | MATTRESS ON CITY PROPERTY | KP | | CORRECTIVE ACTION IN PROCESS | |
| 04/10/14 | 30 | SALLY AVE | DEBRIS | KP | VERBAL NOTICE OF VIOLATION | CORRECTIVE ACTION IN PROCESS | |
| 04/11/14 | 12 | ALLEN ST | DEBRIS | KP | | CORRECTIVE ACTION IN PROCESS | |
| 04/11/14 | 71 | WALL ST | NOISE FROM DOORS OPEN AT NIGHT | JM | | CORRECTIVE ACTION IN PROCESS | |
| 04/11/14 | 71 | WALL ST | NOISE FROM A BLOWER SYSTEM | JM | | CORRECTIVE ACTION IN PROCESS | |
| 04/14/14 | 27 | COUCH ST | ELECTRIC BILLING HIGH | CB | | CORRECTIVE ACTION IN PROCESS | |
| 04/15/14 | 67 | BRINKERHOFF ST | GARBAGE | KP | | CORRECTIVE ACTION IN PROCESS | |
| 04/15/14 | 42 | SMITH ST | REQUEST BUILDING INSPECTOR ASSISTANCE FOR FULLY ENGULFED FIRE | JM | | CORRECTIVE ACTION IN PROCESS | |
| 04/15/14 | | BRIDGE ST | CHANGING SIGNAGE (FLASHING LIGHT) | JM | | CORRECTIVE ACTION IN PROCESS | |
| 04/15/14 | 82 | JOHNSON AVE | FIRE PIT TOO CLOSE TO NEIGHBOR | KP | VERBAL NOTICE OF VIOLATION | CORRECTED | 04/15/14 |
| 04/16/14 | 1 | BROAD ST | TENANT FELL OUTSIDE OF BUILDING, SIDEWALK NOT CLEARED OF ICE AND SNOW, PARKING | CB | | CORRECTIVE ACTION IN PROCESS | |

| DATE | STREET # | STREET NAME | COMPLAINT | INSP | INSPECTION REPORT | CORRECTION | CORRECTION DATE |
|----------|----------|-------------|-----------|------|-------------------|------------------------------|-----------------|
| 04/16/14 | 52 | BROAD ST | GARBAGE | KP | | CORRECTIVE ACTION IN PROCESS | |

Work Session of the Common Council
Of the City of Plattsburgh, New York
April 16th, 5:00PM

Present: Councilors Mike Kelly (W2), Dale Dowdle (W3), Paul O'Connell (W4), Becky Kasper (W5), Joshua Kretser (W6)

Absent: Rachelle Armstrong

Properties

A discussion took place concerning abandoned and run down properties in the City of Plattsburgh. City Inspector Joe McMahon explained the difficulties in addressing properties when it is unclear who owns the property, and whether a property is in foreclosure. Councilor Kelly made reference to an abandoned house on S. Catherine; the inspector has received notice from the maintenance company that is addressing that issue and will give him a plan for cleaning it up. The Stetson Ave. burned building is also now being renovated. Councilor Kasper asked about the Rt. 3 property; Inspector McMahon noted that he is contact with the owner who is deciding what to do with it, and DPW has erected barriers in the front where the porch is a hazard. Kasper also asked about other buildings that are not abandoned but are an eyesore in neighborhoods, and Inspector McMahon replied that the City enforces the code to its extent. Mayor Calnon responded that we might then look to strengthening our code and standards, and Councilor Dowdle referenced the city of Peekskill, which seems to be doing an effective job of maintaining high standards for zombie properties and blight properties. Mayor Calnon talked about the attempt by the state legislature to strengthen laws concerning abandoned properties that are not in foreclosure or in arrears for taxes, so called "zombie" properties. He also pointed out that there are currently three properties that we can foreclose on; one being the Highway Oil building on Bridge Street that the City might be interested in using to develop the downtown area. Councilor Kasper asked about the potential costs for remediation of the single walled storage tanks, and the Mayor observed that there might be Brownfield funds to fix that problem.

No action was taken at this time and no recommendation was sent to the Council.

Campus/Community Relations

Councilor Kasper expressed her interest in revitalizing campus community relations committee. Councilor Dowdle noted that perhaps community members have become so frustrated with the actions of some students that they no longer wish to participate in that conversation. Police Chief Desmond Racicot informed the Council that the College has been responsive to City concerns about student

vandalism, and that such incidents have decreased over the years. When asked if University Police could be proactive in the City, he replied that they cannot take action with students off campus. He also said that we have to apply the law fairly and not make examples of students. Mayor Calnon added that every student who is picked up for drunken disorderly has a letter from the Mayor sent to his/her parents, which can be very effective. Councilor Kelly affirmed that and that there has been positive feedback when City officials go into student housing, and that perhaps we can once again provide magnets with City office information to the students. Councilor Kasper replied that she would contact Student Services at the College to see if they could fund that initiative. Mayor Calnon expressed his support for strengthening campus/community relations, and Councilor Kasper offered to arrange quarterly meetings with community members and police, fire and the inspector's office to renew the dialogue, and to address concerns from the College about the obstructed lighting on Helen St.

This process is referred to the Quality of Life Committee.

Parking Enforcement

Councilor Kretser asked about the current status of the parking enforcement position. Chief Racicot replied that it has been vacant for one month, adding that part time positions are more difficult to fill. When asked about the cost of the position, said that the position paid for itself out of parking fees, and provided comparison of numbers as to the cost of a part time v. full time position. These numbers essentially show at least break even between salary and benefit costs vis a vis fees collected. He also reminded the Council that the department does not look at fees as a revenue generator. There was discussion about the viability of a system such as used in Lake Placid; Mayor Calnon reported that it took about 18 months for those residents to become accustomed to the system. Chief Racicot indicated that a full time position would have enough work to do, and Mayor Calnon asked him to put together a proposal for a position. Councilor Kelly expressed concerns about hiring more police, and the Council agreed that the issue of parking needs to be addressed with an eye to long term plans for downtown development.

No action was taken at this time and no recommendation was sent to the Council.

Hiring

Councilor O'Connell asked about the status of open positions in the City, and remarked that he has asked several times for a list of open positions. Mayor Calnon replied that the list needs to be completed in order to be distributed, and that Director of Human Resources, Ann Giard-Chase is in the process of compiling that list. Director Chase added that she is creating booklets for distribution to the

councilors. She noted that hiring is not centralized, and that department heads need to be aware to send out the letters. Councilor O'Connell expressed his frustration at not having information about the status of hirings when approached by his constituents, nor having a source to refer them. Relatedly, Councilor Kretser asked if we would need to put out an rfp for website design, and the mayor responded that that will depend on the potential costs.

No action was taken at this time and no recommendation was sent to the Council.

Budget

Mayor Calnon informed the Council that we are approaching the time to begin reviewing the budget, and that currently we are in decent shape, not as bad as expected. We now have a fund balance of 2.2 million, which was at 1.17 million earlier this year. He explained that we have typically built in a surplus, for example with healthcare, we expect the budget to be higher and create a reserve, but that it might be time to review and reform that process. He announced that the State Comptroller DiNapoli will be in the city on May 7th for an 11:00 press conference to give statements on the state's fiscal health.

No action was taken at this time and no recommendation was sent to the Council.

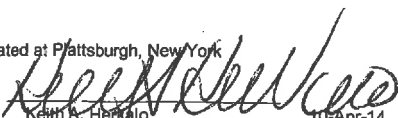
CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"Mar14

| | REVENUE SOURCE | CITY REVENUE | DUE OTHERS | TOTAL |
|------------------------------|----------------|------------------------------|---------------|-------------|
| Bingo Licenses (City) | 25-2540 | 0.00 | | 0.00 |
| Bingo Licenses (State) | 1-0632 | 0.00 | | 0.00 |
| Bingo License Fees 3% | 25-2540 | 296.98 | | 296.98 |
| Building Permits | 25-2555 | 5131.00 | | 5131.00 |
| Circus License | 25-2502 | 0.00 | | 0.00 |
| City Code | 12-1255 | 0.00 | | 0.00 |
| Code Civil Compromise | 26-2614 | 0.00 | | 0.00 |
| Contractor Fees | 25-2557 | 350.00 | | 350.00 |
| Dog Licenses | 25-2542 | 357.50 | | 357.50 |
| State Neuter/Spay surcharge | | | 53.00 | 53.00 |
| Extract of Records | 12-1255 | 5.25 | | 5.25 |
| Game of Chance Lic. (City) | 25-2541 | 0.00 | | 0.00 |
| Game of Chance Lic. (State) | 1-0632 | 0.00 | | 0.00 |
| Gas Permits | 15-1540 | 0.00 | | 0.00 |
| Going Out of Business Lic | 25-2509 | 0.00 | | 0.00 |
| Hauler's Licenses | 25-2505 | 130.00 | | 130.00 |
| Housing Code | 21-2110 | 0.00 | | 0.00 |
| Impound Fees | 15-1550 | 150.00 | | 150.00 |
| Interest Temp | 1124-2401 | 20.36 | | 20.36 |
| Jeweler's Licenses | 25-2503 | 0.00 | | 0.00 |
| Marriage Licenses | 25-2545 | 262.50 | 337.50 | 600.00 |
| Notary Fees | 12-1255 | 4.00 | | 4.00 |
| Peddler/Vendor Licenses | 25-2503 | 385.00 | | 385.00 |
| Returned Check Charges | 12-1255 | 0.00 | | 0.00 |
| Sign Permits | 25-2590 | 50.00 | | 50.00 |
| Specifications | T-30 | | 300.00 | 300.00 |
| Special Use Permits | 21-2110 | 0.00 | | 0.00 |
| Subdivision Fee | 21-2110 | 0.00 | | 0.00 |
| Subdivision Ordinance | 12-1255 | 0.00 | | 0.00 |
| Taxi Operator's Licenses | 25-2507 | 320.00 | | 320.00 |
| Taxi Vehicle Licenses | 25-2504 | 80.00 | | 80.00 |
| Tree/Stump Removal License | 25-2508 | 180.00 | | 180.00 |
| Vital Statistics | 16-1603 | 5140.00 | | 5140.00 |
| Zoning Ordinances | 21-2110 | 0.00 | | 0.00 |
| Zoning Variances | 21-2110 | 300.00 | | 300.00 |
| OTHER REVENUE | | | | 0.00 |
| Riverwalk | | | | |
| 1127-2753 | | 410.46 | | 410.46 |
| Auditorium | | | | |
| 1127-2752 | | 100.00 | | 100.00 |
| Centennial Plaques | | | | |
| 1127-2705 | | 0.00 | | 0.00 |
| Lake Champlain Memorial | | | | |
| 1127- | | 5520.00 | | 5520.00 |
| RECOVERED FUNDS | | | | |
| Telephone | | | | |
| 1-1410000-4414 | | 0.00 | | 0.00 |
| Postage | | | | |
| 1-1410000-4470 | | 0.00 | | 0.00 |
| Print & Copy | | | | |
| 1-1410000-4431 | | 0.00 | | 0.00 |
| DISBURSEMENTS: | | \$19,193.05 | \$690.50 | \$19,883.55 |
| N.Y.S. Dept of Health | \$337.50 | Check No 1305 | | |
| N.Y.S. Dept of Ag & Mkts | \$53.00 | Check No 1306 | | |
| | | Total Paid Others: | | \$390.50 |
| ADJUSTMENT: None | | | | \$0.00 |
| Chamberlain (Spec. Deposits) | \$300.00 | Check No 1307 | | |
| Chamberlain (Net Revenues) | \$19,193.05 | Check No 1308 | | |
| | | Amount Due City Chamberlain: | | \$19,493.05 |
| | | | | \$19,883.55 |

Dated at Plattsburgh, New York


Keith A. Henkalo
City Clerk

10-Apr-14



Plattsburgh Police Department
45 Pine Street
Plattsburgh, New York
518-563-3411
518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

April 18, 2014

Mayor James E. Calnon
And Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor and Council Members;

Attached please find the monthly report of the Parking Violations Bureau for March 2014.

Respectfully Submitted,

Chief Desmond J. Racicot
Plattsburgh Police Department

HLS

PARKING VIOLATIONS BUREAU

Monthly Report for March 2014

Mar 2014

Mar 2013

| | | |
|--------------------|------------|------------|
| TICKETS ISSUED: | 222 | 109 |
| TICKETS COLLECTED: | 87 | 116 |
| REVENUE FOR MONTH: | \$3,414.75 | \$3,507.25 |

YEAR TO DATE TOTALS:

Mar 2014

Mar 2013

| | | |
|--------------------|-------------|-------------|
| TICKETS ISSUED: | 477 | 532 |
| TICKETS COLLECTED: | 372 | 434 |
| REVENUE: | \$12,673.50 | \$15,764.50 |

COMPARISON: Parking tickets issued for Mar. 2013: UP 113
 Parking tickets collected for Mar. 2013: DOWN 29
 Revenue for Mar. 2013: UP \$92.50
 Amount Dismissed: \$206.75

BREAKDOWN FOR December 2013

CITY OF PLATTSBURGH PARKING TICKET SYSTEM

2/28/2014

SUMMARY OF PARKING TICKETS - BY OFFICER

| VL --DESCRIPTION-- | MANUAL-MTD | MANUAL-YTD | HH-MTD | HH-YTD | -VALUE-MTD- | -VALUE-YTD- |
|----------------------|------------|------------|--------|--------|-------------|-------------|
| 1 HANDICAP | 0 | 1 | 1 | 1 | 1 | 75 |
| 2 NO PARKING | 0 | 0 | 1 | 1 | 1 | 35 |
| 4 OVERTIME 30 MIN | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 OVERTIME 2 HRS | 0 | 0 | 0 | 0 | 0 | 0 |
| 7 FIRE HYDRANT | 0 | 0 | 0 | 0 | 2 | 0 |
| 10 BLOCKING SIDEWALK | 0 | 0 | 9 | 9 | 18 | 315 |
| 11 LEFT WHEEL CURB | 0 | 0 | 0 | 0 | 0 | 0 |
| 12 BLOCKING XWALK | 0 | 0 | 1 | 1 | 1 | 35 |
| 13 BLOCK DRIVEWAY | 0 | 0 | 1 | 1 | 3 | 41 |
| 18 OBST. LANE | 0 | 0 | 0 | 0 | 0 | 0 |
| 19 TAXI ONLY | 0 | 0 | 3 | 3 | 3 | 105 |
| 23 EMPLOYEE PERMIT | 0 | 0 | 0 | 0 | 1 | 0 |
| 24 PARKING BAN | 0 | 0 | 0 | 0 | 1 | 0 |
| 25 UNINSPECTED | 0 | 0 | 0 | 0 | 0 | 0 |
| 26 OVERTIME PARKING | 0 | 0 | 0 | 0 | 0 | 0 |
| 40 UNREGISTERED | 0 | 0 | 0 | 0 | 1 | 0 |
| 41 DOUBLE PARK | 0 | 0 | 0 | 0 | 0 | 0 |
| 42 NO PARKING | 1 | 12 | 0 | 0 | 23 | 18.00 |
| 43 NO STANDING | 0 | 0 | 0 | 0 | 0 | 0.00 |
| 44 SIDEWALK | 2 | 7 | 0 | 0 | 0 | 30.00 |
| 46 CROSSWALK | 0 | 3 | 0 | 0 | 0 | 0.00 |
| 47 ZONE/CURB | 0 | 0 | 0 | 0 | 0 | 0.00 |
| 52 HIGHWAY | 0 | 1 | 0 | 0 | 0 | 0.00 |
| 54 DRIVEWAY/BLOCK | 0 | 1 | 0 | 0 | 0 | 0.00 |
| 55 TAXI ZONE | 16 | 35 | 1 | 1 | 3 | 268.50 |
| 57 CROSSWALK 20' | 0 | 1 | 0 | 0 | 0 | 0.00 |
| | | | | | | 15.00 |

| | | | | | | | |
|---------------------|-----|-----|-----|-----|----------|-----------|------|
| 60 OBST. SIDEWALK | 0 | 0 | 0 | 0 | 0 | 0.00 | 0.00 |
| 62 FIRE HYDRANT | 0 | 0 | 0 | 2 | 0.00 | 87.00 | |
| 64 WWV2WAY | 1 | 2 | 1 | 1 | 30.00 | 45.00 | |
| 65 WWV1WAY | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 67 ANGLE | 0 | 0 | 0 | 1 | 0.00 | 15.00 | |
| 68 OVERLINE | 0 | 0 | 0 | 1 | 0.00 | 25.50 | |
| 69 OVERTIME 10 MIN | 0 | 0 | 0 | 1 | 0.00 | 15.00 | |
| 70 OVERTIME 30 MIN | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 71 OVERTIME 1 HR | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 72 OVERTIME 2 HR | 0 | 0 | 4 | 51 | 72.75 | 1,278.00 | |
| 73 OVERTIME 4 HR | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 78 TIME LOADING | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 79 EMERGENCY | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 81 HANDICAP | 2 | 2 | 0 | 11 | 162.00 | 999.00 | |
| 82 TRAILER | 0 | 0 | 1 | 1 | 35.00 | 35.00 | |
| 86 SNOW BAN | 87 | 124 | 88 | 134 | 6,261.50 | 10,647.88 | |
| 87 LIM SNOW BAN | 0 | 0 | 0 | 17 | 0.00 | 893.50 | |
| 88 UNINSPECTED | 0 | 0 | 0 | 1 | 0.00 | 50.00 | |
| 89 UNREG MV | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 90 NO PARKING EVEN | 0 | 0 | 0 | 1 | 0.00 | 15.00 | |
| 91 NO PARKING ODD | 0 | 2 | 0 | 0 | 0.00 | 60.75 | |
| 95 20' INTERSECTION | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 98 12" CURB | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 101 FACING WRONG2W | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| 107 SNOW 12:01-6 AM | 0 | 0 | 0 | 0 | 0.00 | 0.00 | |
| Other | 0 | 0 | 2 | 16 | 0.00 | 0.00 | |
| TOTALS: | 109 | 191 | 113 | 296 | 7,483.75 | 17,479.38 | |

TOTAL NUMBER OF TICKETS ISSUED FOR THIS MONTH = 254

TOTAL NUMBER OF TICKETS ISSUED FOR THIS YEAR = 254

169

265

PERCENT OF THIS MONTHS TICKETS ISSUED MANUALLY = 16.93%

35.5 %

PERCENT OF THIS MONTHS TICKETS ISSUED WITH HANDHELDS = 83.

64.5 %

PERCENT OF THIS YEARS TICKETS ISSUED MANUALLY = 16.93%
PERCENT OF THIS YEARS TICKETS ISSUED WITH HANDHELDS = 83.07

30.94 %
69.06 %



Plattsburgh, New York

Building and Zoning Department
41 City Hall Place
Plattsburgh, New York 12901
Ph: (518) 563-7707
Fax: (518) 563-6426

April 22, 2014

Honorable Mayor James Calnon
Members of the Common Council
City Clerk
41 City Hall Place
Plattsburgh, NY 12901

Dear Mayor, Councilors and City Clerk:

Please be advised that the Zoning Board of Appeals held a Public Hearing on April 21, 2014,
at 7:00 PM in the Common Council Chambers to hear:

| <u>APPEAL</u> | <u>APPLICANT</u> | <u>REQUEST</u> |
|---------------|--|--|
| 1997 | MARY PRAY 4914 SOUTH CATHERINE STREET | CLASS B VARIANCE AREA VARIANCE, BUILDING EXPANSION WOULD BE WITHIN REQUIRED SIDE YARD SETBACK POSTPONED BY THE APPLICANT |
| 1998 | ROBERT CARPENTER 19 LAFAYETTE STREET | CLASS B VARIANCE ERECT FRONT PORCH INTO FRONT YARD GRANTED |


Joseph McMahon
Building Inspector

JM/dj



Plattsburgh, New York

David M. Powell
Chief Plant Operator

Water Pollution Control Plant
53 Green Street
Plattsburgh, New York 12901
518-563-7172
Fax: 518-566-8540

April 14, 2014

Mayor James Calnon and
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

RE: CONTRACT #2012-07 -HAULING OF SLUDGE FOR WPCP

Dear Mayor and Councilors:

The current contractor, Drummac Septic, has expressed an interest in extending the current contract for an additional year. As part of the contract documents in Item XIV, the contract may be extended for an additional year by mutual consent of the Contractor and the City. For 2013, the City expended about \$131,555 for hauling 5792 wet tons. For 2014, the estimated budget costs are \$130,000 (using 5,800 wet tons). See attached spreadsheet pertaining to hauling / sludge disposal costs 2007 - 2013.

It is therefore respectfully requested that the contract be extended for the additional one-year period. See the attached letter from Drummac requesting an additional year of hauling services. It is also requested that the Mayor be authorized to execute the necessary contract agreement for this work to commence.

Very truly yours,

David M. Powell
Chief Plant Operator

DMP:bl

cc: Jon Ruff
Files (2)

4/14/2014

Drummac Septic Service

P.O. Box 314
Highgate Center, VT 05459
802-868-3247

April 14, 2014

David Powell
52 Green Street
Plattsburgh NY 12901

RE: Sludge Hauling for WPCP-Contract #2012-07

Dear David:

Drummac Septic Service is interested in extending the sludge hauling for the Water Pollution Control Plant for one year.

Please let me know if you have any further questions.

Thank you,

Douglas Medor
Owner

[illegible]

| 2013 | FRANKLIN | COV - GL | DEDUCTION | TIP FEE- | TIP FEE- | TOTAL | GRIT | NOTES |
|-----------|-------------|-------------|-------------|--------------|-------------|--------------|-------|--|
| | HAULING | HAULING | 2 LOADS/D | FR | COV-GL | COST | TONS | |
| January | \$6,768.30 | \$4,622.40 | \$642.72 | \$11,079.45 | \$6,778.78 | \$28,606.21 | 6.18 | |
| February | \$6,868.30 | \$4,188.80 | \$642.72 | \$12,251.25 | \$7,523.66 | \$30,189.29 | 0 | HAULING FEES UPPED 2/18-28 HIGH FUEL PRICES |
| March | \$8,613.18 | \$4,108.80 | \$1,124.76 | \$16,532.55 | \$7,682.58 | \$35,812.35 | 0 | HAULING FEES UPPED 3/1 HIGH FUEL PRICES, 3/2-3/31 OK |
| April | \$7,670.74 | \$5,136.00 | \$803.40 | \$13,794.75 | \$9,358.33 | \$35,156.42 | 4.39 | |
| May | \$9,475.62 | \$3,595.20 | \$1,285.44 | \$15,774.33 | \$7,278.16 | \$34,837.87 | 7.68 | FRANKLIN TIP FEE REDUCED FROM \$45/WT TO \$39/WT |
| June | \$6,317.08 | \$3,768.00 | \$919.42 | \$10,376.73 | \$7,593.69 | \$27,136.08 | 8.84 | COV-GL TIP FEE INCREASED TO \$50.18/WT RETRO TO 5/1, |
| July | \$7,670.74 | \$4,000.00 | \$883.74 | \$10,515.57 | \$7,567.14 | \$28,869.71 | 5.86 | GL HAULING \$400/LOAD, \$125 EXTRA-WAIT TIME |
| August | \$7,670.74 | \$2,800.00 | \$883.74 | \$12,459.72 | \$5,987.98 | \$28,034.70 | 8.46 | |
| September | \$8,573.18 | \$3,600.00 | \$1,044.42 | \$14,776.32 | \$9,053.98 | \$34,959.06 | 0 | |
| October | \$9,024.40 | \$3,600.00 | \$964.08 | \$13,398.84 | \$8,522.57 | \$33,581.73 | 7.58 | |
| November | \$9,024.40 | \$3,200.00 | \$964.08 | \$14,290.77 | \$7,468.79 | \$33,019.88 | 7.76 | |
| December | \$9,024.40 | \$4,000.00 | \$1,606.80 | \$14,109.42 | \$9,389.68 | \$34,916.70 | 10.98 | |
| TOTAL | \$96,701.08 | \$46,619.20 | \$11,765.32 | \$159,359.70 | \$94,205.34 | \$385,120.00 | 67.73 | |



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)
Plattsburgh, New York

6 Miller Street
Plattsburgh, New York 12901
Ph # 518-563-2200
Fax: 518-563-6690

TO: Mayor James Calnon

FROM: William J. Treacy, P.E., Manager

RE: Unpaid Final Bill Account Write-off

DATE: April 11, 2014

The Management of the Plattsburgh Municipal Lighting Department respectfully requests permission to proceed with the write-off of unpaid final bills. The period covered by this write-off will be from **December 1, 2012 to December 31, 2012**. The amount of the write-off will be \$2,034.26. The percentage of write-offs for this period is .12%.

Sales for this time period were \$1,730,603.58.

Payments on letters sent out on final accounts for this period were \$2,269.16.

This write-off of unpaid bills represents 16 customers ranging as follows (all customers have no forwarding addresses and/or letters returned):

0 to \$50.00 – 5 customers
\$50.01 to \$100.00 – 2 customers
\$100.01 to \$150.00 – 3 customers
\$150.01 to \$200.00 – 4 customers
\$219.38 – 1 customer
\$485.03 – 1 customer

I thank you for your attention to this matter.

Cc: Richard Marks, City Chamberlain
Eileen Sickles, Account Systems Supervisor
Final Bill Account Write-off



Plattsburgh, New York

Community Development Office
41 City Hall Place
Plattsburgh, New York 12901-2936
518-563-7642
Fax: 518-563-4208
hartmannm@cityofplattsburgh-ny.gov

Memorandum

To: City of Plattsburgh Common Council

From: Office of Community Development

Date: April 21, 2014

Re: Subordination Agreement

We hereby request that the Council authorize the Mayor to sign a subordination agreement for property located at 25 Bridge Street and owned by North Country Food Co-op, Inc.

The property is the site of a rehabilitation project that involved the use of NYS. Main Street grant funds and City of Plattsburgh Revolving Loan Funds for the rehabilitation project. The North Country Food Cooperative Inc. is taking a business loan out from the Cooperative Fund of New England to improve the retail business in the amount of \$105,600.00. The Cooperative Fund of New England is requiring first place position on \$55,000.00 of the real property (#4 and # 8 b) in this loan package. All applicable City guidelines have been met.

Thank you for your consideration.



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

April 22, 2014

Mayor James Calnon
And
Members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

**Ref: Request for Permission for Mayor
To Sign Engineering Agreement for
Design Services for Oklahoma Avenue
Slope Stabilization Project;
FEMA 1993 DR NY, PW# 1852**

Dear Mayor Calnon & Councilors:

It is requested that the Common Council authorize the Mayor to sign to an Engineering Service Agreement with **Stantec Consulting Services Inc., 3 Columbia Circle, Suite 6, Albany, NY 12203**, to perform preliminary and final design services for the Oklahoma Avenue Slope Stabilization project as outlined in the attached proposal.

The contract amount is based upon hourly rates and will not exceed **\$47,000.00** without prior Common Council approval. Sufficient funding is available in Capital Project H5110.38, "May 2011 Flood Damage."

The City has received reimbursement from FEMA for the Geotechnical Engineering Investigation as part of this flood damage repair project. While I anticipate that this Engineering Design will also be reimbursed by FEMA, to date I have been unable to secure formal approval to proceed.

Very truly yours,



Kevin R. Farrington, P. E.
City Engineer

/dn

Att. (1)

CC: City Clerk
City Chamberlain
William Emantion, FEMA



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

April 22, 2014

New York State Office of Emergency Management
ATTN: Ms. Linda Morino, Disaster Administrative Officer
Building No. 22, Suite 101
1220 Washington Avenue
Albany, NY 12226-2251

**Ref: FEMA Declaration No. 1993-DR-NY
PW #1852 - Roadway Shoulder
Embankment Stabilization**

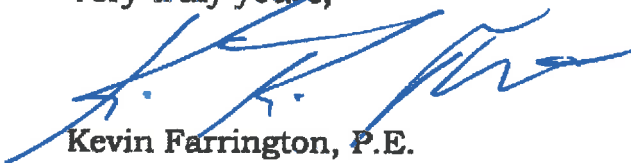
Dear Ms. Morino:

Thank you for your continuing support on this important flood damage repair project at the Old Base Marina along the shore of Lake Champlain.

As we discussed, we have completed the initial geotechnical engineering study and have received reimbursement from FEMA. The next step is the slope stabilization design, which we are proceeding with in accordance with the attached proposal from Stantec Consulting Engineers.

Thank you for your ongoing support as we work toward completing this flood damage repair project.

Very truly yours,



Kevin Farrington, P.E.
City Engineer

/dn

Att.

CC: William R. Emanatian, Disaster Recovery Engineer



Stantec Consulting Services Inc.
3 Columbia Circle, Suite 6, Albany NY 12203-5158

April 7, 2014
File: Oklahoma Avenue Slope Stabilization

Attention: Mr. Kevin R. Farrington, PE
City of Plattsburgh
Engineering and Planning Department
41 City Hall Place
Plattsburgh, NY 12901

Dear Mr. Farrington,

Reference: Oklahoma Avenue Slope Stabilization

We are pleased to submit to you this proposal to perform preliminary and final design services for the Oklahoma Avenue Slope Stabilization project.

This project includes the design of a solution to stabilize a portion of slope along Oklahoma Avenue that has failed as a result of Hurricane Irene in 2011. The slope is located between Oklahoma Avenue and the Lake Champlain shoreline and the failure is approximately 250 ft. in length.

Scope of Services

The following scope of services has been developed to complete this project:

Task 1 – Survey and Mapping (\$4,000)

MJ Engineering and Land Surveying will perform topographic survey from the shoreline to approximately 40 feet beyond the Oklahoma Avenue pavement edge. The survey will extend approximately 500 ft along the shoreline, beginning at the existing pier and ending at the southern limit of the slope failure.

Task 2 – Preliminary Design (\$16,000)

It is assumed that three alternatives will be investigated during Preliminary Design. These alternatives include:

1. Re-align the roadway to allow for the slope to be laid back at a more stable angle and to provide an armored toe of slope to prevent future erosion.
2. Install a sheet pile wall approximately 15 ft from the edge of the existing roadway. Re-grade the slope between the roadway and the top of the wall at a flatter,



April 7, 2014
Mr. Kevin R. Farrington, PE
Page 2 of 6

Reference: Oklahoma Avenue Slope Stabilization

maintainable slope (1V:4H). The proposed wall will have an exposed height of 20-30 ft and will most likely require two rows of tie-backs.

3. Install a soldier pile and lagging wall approximately 15 ft from the edge of the existing roadway. The proposed wall would be very similar in height as the sheet pile wall, with the exception that tie-backs would not be required.

As part of the alternative evaluation, a slope stability analysis will be completed using GeoStudio 2012 Slope/W software.

The results of this study, along with a preliminary Opinion of Probable Cost for each alternative will be presented in a Technical Memorandum with a recommended design alternative.

Task 3 – Environmental Review (\$5,000)

During the preliminary design process, an environmental review of the project site will be completed. The environmental review will include:

1. A review of the NYSDEC Environmental Resource Mapper to identify natural resources and environmental features that are state protected, or of conservation concern.
2. Consultation with the NYSDEC New York Natural Heritage Program and US Fish and Wildlife Service to determine if there are any threatened or endangered species within the project limits.
3. A review of the New York State Historic Preservation Office GIS Database to determine if the project site is located within an archeological sensitive area, or on the state/national register of Historic Places.
4. A review of the environmental regulatory database report, prepared by Environmental Data Resources, Inc. will be performed to identify any contaminated or hazardous materials concerns within the project limits.

The results of the environmental review will be documented in the Preliminary Design Technical Memorandum and a SEQR Short Environmental Assessment Form (EAF).

Task 4 – Detailed Design / Bid Documents (\$22,000)

Once the preferred alternative is selected, detailed design plans and specifications will be prepared. A progress set of documents (approximately 75% design) will be submitted prior to the final Plans, Specifications and Estimate.



April 7, 2014
Mr. Kevin R. Farrington, PE
Page 3 of 6

Reference: Oklahoma Avenue Slope Stabilization

Construction Inspection / Construction Support

Construction Inspection / Construction Support services are not included in this proposal. These services may be added as a Supplemental Agreement at a future time.

Schedule

The following schedule is proposed for this project, assuming a Notice to Proceed has been given prior to May 1, 2014:

- Survey – May 5, 2014 to May 16, 2014
- Preliminary Design – May 5, 2014 to May 30, 2014
- Environmental Screenings – May 5, 2014 to May 30, 2014
- Technical Memorandum Submitted – May 30, 2014
- City of Plattsburgh Review of Technical Memorandum with concurrence on recommended alternative – June 2, 2014 to June 6, 2014
- Detailed Design – June 9, 2014 to July 11, 2014
 - 75 % Progress Drawings – June 20, 2014
 - Final Plans, Specifications and Estimate – July 11, 2014

Our proposed fee, including labor and expenses for the above noted scope of services is **\$47,000.**

We hope this information is helpful, if you have any questions or need clarification on any item, please don't hesitate to contact me. If this proposal and the attached Terms and Conditions are acceptable to the City, please return a signed copy.



April 7, 2014
Mr. Kevin R. Farrington, PE
Page 4 of 6

Reference: Oklahoma Avenue Slope Stabilization

Regards,

STANTEC CONSULTING SERVICES INC.

City of Plattsburgh

A handwritten signature in black ink, appearing to read "Jeffrey Johns".

Jeffrey Johns, PE
Associate
Phone: (518) 452-4358 ext. 4116
Fax: (518) 452-9234
jeffrey.johns@stantec.com

Kevin R. Farrington, PE
City Engineer

Attachment: Terms and Conditions, Survey Limits

\\v:\1928\promotion\city of plattsburgh_ny\oklahoma ave. marina access road\proposal\phase II - design\jeff20140404\phase_II_proposal.docx



April 7, 2014
Mr. Kevin R. Farrington, PE
Page 5 of 6

Reference: Oklahoma Avenue Slope Stabilization

Technical Assumptions

Task 1 – Survey and Mapping

- Survey and mapping limits will be as shown on the attached graphic.

Task 2 – Preliminary Design

- Three design alternatives will be reviewed.
- Using the test borings and laboratory test results contained in the Geotechnical Engineering Report prepared by Stantec in December, 2012, soil strength parameters will be estimated. These parameters will consist of unit weight, angle of internal friction, and cohesion. Additionally the groundwater elevation will be estimated based on the information contained in the report. The soil strength parameters and groundwater elevation will be used in the slope stability.

The soil properties will also be used to estimate the soil-to-grout bond stress if grouted tiebacks are to be used to anchor retaining walls.

- The computer program Slope/W, which is part of the GeoStudio 2012 software package, will be used to conduct the slope stability analysis. The existing conditions will be based on a topographical survey to be conducted at the site.

Task 3 – Environmental Review

- It is assumed that a "desk top" review of the environmental screenings will be completed.
- A simplified Project Submission Package (PSP) will be submitted to SHPO and a finding of "No Effect" will be made. A Phase 1 Cultural Resource Study will not be required.
- It is assumed that a USACOE Nationwide Permit #13 – Bank Stabilization will be required. No other permits or approvals will be needed.

Task 4 – Detailed Design

- It is assumed that Alternative 2 – Sheet pile wall will be advanced and the wall will be between 250 ft and 300 ft in length.
- The topographic survey of the site will not substantially change the assumptions made in the Geotechnical Report prepared in December, 2012.
- Bedrock will not impede driving sheetpiles (soil borings were terminated at 75 ft and bedrock was not encountered).
- The lake bed has a gradual slope and does not drop off significantly within 40-50 ft of the proposed wall location.
- There are no utility conflicts that will prohibit the installation of the sheetpile wall or tie-backs.
- The top of toe slope will be above the high water elevation, therefore the wall will not be subjected to ice forces.



April 7, 2014
Mr. Kevin R. Farrington, PE
Page 6 of 6

Reference: Oklahoma Avenue Slope Stabilization

- All required permits and/or approvals with the adjacent railroad company will be obtained by the contractor.

Oklahoma Avenue Slope Stabilization
City of Plattsburgh, NY

Fee Proposal

| Tasks | Principal | Project Manager | Engineer III | Engineer I/II | Total |
|-----------------------------|-----------|-----------------|--------------|---------------|--------------|
| Task 1 - Survey and Mapping | \$ 145.00 | \$ 135.00 | \$ 95.00 | \$ 75.00 | |
| Task 2 - Preliminary Design | | | | | 0 |
| Structural | | 8 | 32 | 40 | 80 |
| Geotechnical | | | 42 | | 42 |
| Civil | 2 | 8 | 16 | 16 | 42 |
| Task 3 - Environmental | | 4 | 36 | | 40 |
| Task 4 - Detailed Design | | | | | 0 |
| Structural | | 16 | 70 | 70 | 156 |
| Geotechnical | | | | | 0 |
| Civil | 4 | 12 | 32 | 32 | 80 |
| Total Hours | 6 | 48 | 228 | 158 | 440 |
| Total Cost | \$ 870.00 | \$ 6,480.00 | \$ 21,560.00 | \$ 11,850.00 | \$ 40,860.00 |

Subconsultants (MJ Engineering) \$ 4,000.00

Direct Non-Salary Costs \$ 2,000.00

Total: \$ 46,860.00

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services. Click and insert a proposal number (i.e. pipeline number) or proposal title to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or Select fee closest to those anticipated (round up). No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT

retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.



MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
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Date: April 8, 2014

To: Mayor James Calnon

From: Bill Treacy, Manager 

Subj: NYMPA 17th Annual Meeting

As Manager of the Municipal Lighting Department, I hereby requests permission to attend the NYMPA 17th Annual Meeting on the May 20-21, 2014 to be held in East Syracuse, NY at an estimated cost of \$ 324.00.

Also attached is a resolution authorizing me to vote on issues at MEUA meeting on behalf of the City of Plattsburgh. This resolution will need to be approved by the Common Council. If you have any questions, please contact me.

Atch: 2

cc: Kelly Clookey, Finance Director
Travel File



Plattsburgh, New York

Kathy A Livingston
Assessor

Office of Assessment
41 City Hall Place
Plattsburgh, NY 12901
518 563-7708 office
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livingstonk@cityofplattsburgh-ny.gov

April 21, 2014

Mayor Calnon and
Members of the Common Council
41 City Hall Pl
Plattsburgh, NY 12901

Dear Mayor and Councilors:

I request your approval to travel and complete an Assessor's basic certification course so that I may more effectively execute my duties as the Assessor and also to fulfill my basic certification requirement. The purpose is to attend the course entitled "Appraisal Principles and Procedures" being held in Ithaca, NY, from July 14, 2014 through July 18, 2014. The cost will not exceed \$1624, which will be paid out of training and education and mileage accounts. Reimbursement from NYS may be available and I will seek reimbursement for the City if possible.

Thank you for your consideration in this matter. If you have any questions or should you require additional information, please feel free to contact me.

Sincerely,

Kathy Livingston
Assessor

1. Resolved that the City Clerk of the City of Plattsburgh will create a list of volunteers who will shovel snow for property owners who are very ill, elderly, disabled or otherwise physically unable to maintain their own sidewalks following winter snow and ice events. In addition, the recipients of these services must demonstrate to a reasonable degree that they are financially incapable of paying reasonable and customary fees for said services.
2. Resolved that the City Clerk of the City of Plattsburgh will create a list of paid snow and ice removers for any property owner who wants to hire these services, with the understanding that it will be the property owners responsibility to pay the providers of said services at a fair price;
3. Resolved that the City of Plattsburgh will create a webpage and brochure for snow and ice removal and snowstorm parking tips and will use any other means at its disposal to convey said information; including but not limited to utility bills and other widely distributed notices.

Note: These resolutions are intended to augment existing snow removal and parking regulations and not replace them.